

FOR POLICE PROTECTION.

UPINGTON QUOTED AS SAYING HE PAID \$5,000 OR \$6,000 A MONTH.

HE WAS TREASURER OF THE POLICE-DEALERS, IT IS ALLEGED—INQUIRY CHECKED.

BY AN OBJECTION.

Part IV of the Supreme Court was filled with spectators yesterday when Judge Trux continued the trial of the suit brought by George P. Upington to recover \$10,000 which he alleges he lent to ex-County Clerk John Keenan previous to 1887. Upington was then conducting a policy business on No. 100 Broadway. In describing the transactions in which Upington was engaged at that time, it was alleged that he had formed an association of policy shops in this city, from which he received large sums to be paid out for police protection. Some of the money which Upington received, it was charged, was paid for police protection, and a large share went into his own pocket. Keenan denied that he had received any money from Upington for any purpose whatever. Several witnesses testified yesterday that Upington had represented that he was paying out money for police protection for the policy shops.

The first witness was ex-Commissioner Caulfield. He told of a conversation which he had with ex-County Clerk Butler, one of the plaintiff's witnesses. Butler, he said, told him that the case would come up soon, and added significantly that if he (Butler) did not appear as a witness, Upington would not have much of a chance. Butler, he said, told him that the case would come up soon, and added significantly that if he (Butler) did not appear as a witness, Upington would not have much of a chance.

Under cross-examination Caulfield said that he was Commissioner of Jurors from 1881 to 1886, and that he had been a witness in the case. He said that he had been a witness in the case, and that he had been a witness in the case.

The subject of police protection was brought up in the course of the testimony of the next witness, Zachariah E. Simmons, formerly president of the Kentucky State Lottery. He said that he had been employed by Upington for some time, and that he had been a witness in the case.

Did Mr. Upington ever tell you that he paid any money for police protection? asked Judge Trux.

Yes, he did, he told me how much he paid a month, but he told me he paid \$5,000 in November, 1881, and \$6,000 in February, 1882.

What was it for? asked Judge Trux.

What he called police protection. I mentioned any money in connection with his payments of money for police protection, Simmons said.

Was John Keenan one of the persons to whom money was paid for this purpose? asked Judge Trux.

Yes, Upington told me that he paid him \$5,000 a month for police protection. The interest in the proceedings was intense while this testimony was being given.

THE STORY REPEATED.

Daniel J. Bernstein, the next witness, was a former partner of Upington. He said that money was brought to him by Upington for the purpose of being paid to John Keenan for police protection. He said that he had been a witness in the case.

Did he ever tell you that he paid it to Mr. Keenan? asked Judge Trux.

Yes, he did. He told me that he paid it to him in August and September, 1882, he paid \$5,000 a month, and in October, 1882, he paid \$6,000 a month, and in November, 1882, he paid \$5,000 a month.

Did he ever tell you that he paid it to Mr. Keenan? asked Judge Trux.

Yes, he did. He told me that he paid it to him in August and September, 1882, he paid \$5,000 a month, and in October, 1882, he paid \$6,000 a month, and in November, 1882, he paid \$5,000 a month.

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FIFTH-AVE. REAL ESTATE.

SPECULATION IN PROPERTY IN THAT STREET A FEATURE OF THE MARKET.

HENRY O. HAVEMEYER'S PURCHASE OF THE LORILLARD HOUSE A PURELY BUSINESS VENTURE—ACTIVITY YESTERDAY.

Henry O. Havemeyer, who last week bought the Lorillard house at Fifth-ave. and Thirty-sixth-st., has negotiations pending for a resale of the property at a good profit. It was erroneously stated last week that Mr. Havemeyer had purchased the house with the intention of occupying it. Mr. Havemeyer has a new house further up Fifth-ave. which he recently built, and which he will occupy. He bought the Lorillard house merely as a speculation. Speculation in Fifth-ave. property is now one of the leading features of the real estate market, and it is easy to say that in the next six months there will be many large transactions reported. The purchase of the Lorillard house by Mr. Havemeyer is the second large deal he has made this fall, and it is evident from his purchases and from those made by other rich men that people of wealth are investing their surplus money in real estate.

At the auction of the thirty-five-acre tract, the total amount of business done amounted to \$153,900, which is a large increase over the same day last week. An assignee's sale of the real estate belonging to W. H. and J. J. McCaffrey, at the Standard Iron Works, at One-hundred and thirty-eighth-st., and the property, which was sold by James L. Wells, at the New York Real Estate Salesroom, is situated in Willis-ave. and One-hundred and twenty-seventh-st. Ernest Hammer bought the five-story brick building at No. 24 Willis-ave. for \$18,200. A similar parcel at No. 25 Willis-ave. was sold to John L. Becker for \$18,200. The five-story brick flat at Nos. 62 and 64 East One-hundred and thirty-seventh-st. was sold to Nicholas Catter for \$18,200.

At private sale John C. Barth sold to Abraham Block the five-story flat at No. 243 Eighth-ave. for \$22,000. Solomon & Schultze have sold to Charles M. Allen, of the Standard Iron Works, a five-story brick apartment house for \$20,000. Also, for Henry McKeen, No. 47 to 77 Clifton Place, Brooklyn, six blocks of real estate for \$18,200.

The building department received last week plans calling for a total cost of \$45,000. Yesterday applications were received for permits to erect new buildings at Nos. 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54, 56, 58, 60, 62, 64, 66, 68, 70, 72, 74, 76, 78, 80, 82, 84, 86, 88, 90, 92, 94, 96, 98, 100, 102, 104, 106, 108, 110, 112, 114, 116, 118, 120, 122, 124, 126, 128, 130, 132, 134, 136, 138, 140, 142, 144, 146, 148, 150, 152, 154, 156, 158, 160, 162, 164, 166, 168, 170, 172, 174, 176, 178, 180, 182, 184, 186, 188, 190, 192, 194, 196, 198, 200, 202, 204, 206, 208, 210, 212, 214, 216, 218, 220, 222, 224, 226, 228, 230, 232, 234, 236, 238, 240, 242, 244, 246, 248, 250, 252, 254, 256, 258, 260, 262, 264, 266, 268, 270, 272, 274, 276, 278, 280, 282, 284, 286, 288, 290, 292, 294, 296, 298, 300, 302, 304, 306, 308, 310, 312, 314, 316, 318, 320, 322, 324, 326, 328, 330, 332, 334, 336, 338, 340, 342, 344, 346, 348, 350, 352, 354, 356, 358, 360, 362, 364, 366, 368, 370, 372, 374, 376, 378, 380, 382, 384, 386, 388, 390, 392, 394, 396, 398, 400, 402, 404, 406, 408, 410, 412, 414, 416, 418, 420, 422, 424, 426, 428, 430, 432, 434, 436, 438, 440, 442, 444, 446, 448, 450, 452, 454, 456, 458, 460, 462, 464, 466, 468, 470, 472, 474, 476, 478, 480, 482, 484, 486, 488, 490, 492, 494, 496, 498, 500, 502, 504, 506, 508, 510, 512, 514, 516, 518, 520, 522, 524, 526, 528, 530, 532, 534, 536, 538, 540, 542, 544, 546, 548, 550, 552, 554, 556, 558, 560, 562, 564, 566, 568, 570, 572, 574, 576, 578, 580, 582, 584, 586, 588, 590, 592, 594, 596, 598, 600, 602, 604, 606, 608, 610, 612, 614, 616, 618, 620, 622, 624, 626, 628, 630, 632, 634, 636, 638, 640, 642, 644, 646, 648, 650, 652, 654, 656, 658, 660, 662, 664, 666, 668, 670, 672, 674, 676, 678, 680, 682, 684, 686, 688, 690, 692, 694, 696, 698, 700, 702, 704, 706, 708, 710, 712, 714, 716, 718, 720, 722, 724, 726, 728, 730, 732, 734, 736, 738, 740, 742, 744, 746, 748, 750, 752, 754, 756, 758, 760, 762, 764, 766, 768, 770, 772, 774, 776, 778, 780, 782, 784, 786, 788, 790, 792, 794, 796, 798, 800, 802, 804, 806, 808, 810, 812, 814, 816, 818, 820, 822, 824, 826, 828, 830, 832, 834, 836, 838, 840, 842, 844, 846, 848, 850, 852, 854, 856, 858, 860, 862, 864, 866, 868, 870, 872, 874, 876, 878, 880, 882, 884, 886, 888, 890, 892, 894, 896, 898, 900, 902, 904, 906, 908, 910, 912, 914, 916, 918, 920, 922, 924, 926, 928, 930, 932, 934, 936, 938, 940, 942, 944, 946, 948, 950, 952, 954, 956, 958, 960, 962, 964, 966, 968, 970, 972, 974, 976, 978, 980, 982, 984, 986, 988, 990, 992, 994, 996, 998, 1000.

At the Real Estate Exchange in Liberty-st. yesterday, Nos. 100 and 102, a two-story brick building, at No. 100, and a two-story brick building, at No. 102, were sold for \$18,200 each.

The following are to be disposed of at No. 111 Broadway: Nos. 100 and 102, a two-story brick building, at No. 100, and a two-story brick building, at No. 102, were sold for \$18,200 each.

Henry, at No. 25, at Second-st., a two-story and attic brick house, and a two-story and attic brick house, at No. 25, at Second-st., were sold for \$18,200 each.

The following will be sold under foreclosure by Peter F. Meyer: Nos. 100 and 102, a two-story brick building, at No. 100, and a two-story brick building, at No. 102, were sold for \$18,200 each.

At private sale, at No. 100, a two-story brick building, at No. 100, and a two-story brick building, at No. 102, were sold for \$18,200 each.

At private sale, at No. 100, a two-story brick building, at No. 100, and a two-story brick building, at No. 102, were sold for \$18,200 each.

At private sale, at No. 100, a two-story brick building, at No. 100, and a two-story brick building, at No. 102, were sold for \$18,200 each.

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THE DIVIDEND WILL BE PAID.

MADISON SQUARE BANK DEPOSITORS TO BE REIMBURSED IN PART.

OBJECTION TO DECLARING TWENTY-FIVE PER CENT WITHDRAWALS—AMOUNT OF FURTHER PAYMENTS UNCERTAIN—MANY SUITS PENDING.

The receivers of the Madison Square Bank were served yesterday, through their attorneys, Guggenheimer & Untermyer, with an injunction obtained last Saturday on behalf of George T. Fitzgerald, which prohibits their paying out any money, or making any further withdrawals, until a hearing and determination of a motion made by him can be granted on behalf of Mr. Fitzgerald. It is an application for an order that the bank should not pay out any money, or make any further withdrawals, until a hearing and determination of a motion made by him can be granted on behalf of Mr. Fitzgerald.

The order has since been vacated by mutual consent, so that the receivers will not be interfered with in paying the dividend of 25 per cent. Mr. Fitzgerald's motion was based on the fact that the bank had received a mortgage on the Madison Square Bank for a loan of \$1,000,000, and that the bank had received a mortgage on the Madison Square Bank for a loan of \$1,000,000, and that the bank had received a mortgage on the Madison Square Bank for a loan of \$1,000,000.

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